

PP&L

TWO NORTH NINTH STREET, ALLENTOWN, PA. 18101 PHONE: (215) 821-5151

JOSEPH L. DONNELLY
Vice President-Finance
821-5240

September 8, 1977

6190A-7-251A044

Secretary of the Interstate
Commerce Commission
Washington, D. C. 20423

Dear Sir:

The following documents have been previously recorded by your office pursuant to Section 20c of the Interstate Commerce Act (the "Act") at the recordation numbers indicated on June 14, 1971 at 4:50 P.M.

- ✓ (a) Recordation No. 6190 - Conditional Sale Agreement dated as of June 1, 1971, between General Leasing and Management Company and Sigfried Weis, and Robert F. Weis covering the purchase by the latter of 133 hopper cars for use in interstate commerce.
- (b) Recordation No. 6190-A - Agreement and Assignment also dated as of June 1, 1971, between General Leasing and Management Company and Provident National Bank, as Agent, pursuant to which General Leasing and Management Company assigns to the Bank its interest in the Conditional Sale Agreement and in the cars;
- (c) Recordation No. 6190-B - Lease of Railroad Equipment dated as of June 1, 1971, from Sigfried Weis and Robert F. Weis to Pennsylvania Power & Light Company; and
- (d) Recordation No. 6190-C - Assignment of Lease and Agreement also dated as of June 1, 1971, between Sigfried Weis and Robert F. Weis and Provident National Bank, as Agent, under which the rights of the lessor under the said Lease of Railroad Equipment are assigned to Provident National Bank, As Agent.

PENNSYLVANIA POWER & LIGHT COMPANY

W. J. [unclear] - Robert F. Weis

September 8, 1977

I am enclosing herewith for filing with and recordation by your office pursuant to Section 20c of the Act, one original and two certified true copies of the Partial Release, dated as of June 15, 1976, between Pennsylvania Power & Light Company and Provident National Bank, as Agent, under which that 100-ton hopper car designated PPLX 544 is released from said Lease of Railroad Equipment. Said Partial Release should be made a subfiling of Recordation No. 6190 and assigned Recordation No. 6190-D.

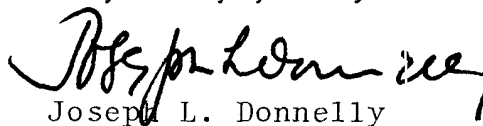
There is also enclosed a check in the amount of \$10.00 for the recordation fee. The names and addresses of the parties to the transaction are as follows.

Vendor:	General Leasing and Management Company 3522 Rhoads Avenue Newtown Square, Pa. 19073
Purchaser and Lessor:	Sigfried Weis and Robert F. Weis 720 Catawissa Avenue Sunbury, Pa. 10871
Assignee:	Provident National Bank, as Agent Broad and Chestnut Streets Philadelphia, Pa. 19101
Lessee:	Pennsylvania Power & Light Company Two North Ninth Street Allentown, Pa. 18101

The equipment covered by the enclosed agreement consists of one (1) 100-ton hopper car bearing Pennsylvania Power & Light Company number PPLX 544.

Kindly return to the bearer the original of the Partial Release.

Very truly yours,


Joseph L. Donnelly

6190-IV
JUN 1977

PARTIAL RELEASE

This Partial Release ("Release"), dated as of June 15, 1976, between Pennsylvania Power & Light Company, a Pennsylvania corporation ("Lessee") and Provident National Bank, a national banking association, as agent ("Agent") under a Finance Agreement, dated as of June 1, 1976 between Agent and Equitable Life Insurance Company of Iowa ("Investor").

WHEREAS, Sigfried Weis and Robert F. Weis, of Sunbury, Pennsylvania, as tenants in common and trading as S & R Railroad ("Lessor") has entered into a Conditional Sale Agreement ("Conditional Sale Agreement") dated as of June 1, 1971 with General Leasing and Management Company ("Vendor") providing for the purchase by Lessor of 133 100-ton hopper cars for use in interstate commerce (together "Equipment" or individually "Item of Equipment") pursuant to Purchase Order No. I-3766 with Bethlehem Steel Corporation; and

WHEREAS, Agent and Vendor have entered into an Agreement and Assignment ("Assignment"), dated as of June 1, 1971, providing for the assignment to Agent of the right, security, title and interest of Vendor under the Conditional Sale Agreement in the Equipment upon and subject to the terms and conditions set forth in the Finance Agreement; and

WHEREAS, Agent and Investor have entered into the Finance Agreement to provide financing for the purchase of the Equipment; and

WHEREAS, the sum paid to Agent by Investor in accordance with the Finance Agreement is (a) evidenced by a Certificate of Interest and is secured by Investor's interest in (i) the Conditional Sale Agreement, (ii) the Assignment, (iii) the right, title and interest of the Agent in and to the Equipment and (iv) in and to all cash and other property from time to time held by Agent under the Finance Agreement, except to the extent that installments of the principle amount of such sum have been paid, and (b) repayable with amounts received by Agent under the Lease and the Lease Assignment; and

WHEREAS, Lessor and Lessee have entered into a Lease of Railroad Equipment ("Lease"), dated as of June 1, 1971, providing for the lease of the Equipment at the rentals and upon the conditions set forth therein; and

WHEREAS, Lessor and Agent have entered into an Assignment of Lease and Agreement ("Lease Assignment") providing for the assignment to Agent of the right, title and interest of Lessor in and to the Lease; and

WHEREAS, the Conditional Sale Agreement, the Assignment, the Lease and the Lease Assignment have been filed with and recorded by the Interstate Commerce Commission ("ICC") pursuant to the provisions of Section 20c of the Interstate Commerce Act and have been assigned recordation numbers 6190, 6190-A, 6190-B and 6190-C, respectively; and

WHEREAS, that certain Item of Equipment designated PPLX 544 ("PPLX 544") has suffered a Casualty Occurrence (as defined in the Lease); and

WHEREAS, Lessee has disposed of PPLX 544 in accordance with Section 11.4 of the Lease; and

WHEREAS, Lessee by letter dated May 19, 1976 transmitted its check for \$18,958.71 representing payment of (a) \$15,486.34 as Casualty Value (as defined in the Lease) of PPLX 544 and (b) \$3,472.37 as the amount due upon disposal of PPLX 544; and

WHEREAS, as a result of the payment of the Casualty Value of PPLX 544, the Lease in accordance with Section 11 thereof, terminated with respect to PPLX 544; and

WHEREAS, it is the intention of Agent and Lessee to release PPLX 544 from the Lease and from any and all liens arising out of or resulting from the existence of the Lease; and

WHEREAS, it is the intention of Agent and Lessee to file this Release with the ICC for recordation pursuant to the provisions of Section 20c of the Interstate Commerce Act:

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Agent and Lessee release PPLX 544 from the Lease and release and relinquish any and all right, title, interest or demand possessed or claimed by Agent or Lessee, as the case may be, in or to PPLX 544 arising out of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the 15th day of June, 1976.

PROVIDENT NATIONAL BANK, Agent
By:

John W. McLaughlin

PENNSYLVANIA POWER & LIGHT COMPANY
By:

Robert L. W. Kelly

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this 21st day of JULY, 1977, before me personally appeared JOHN W. MC LAUGHLIN, to me personally known, who, being by me duly sworn, says that he is a Vice President of Provident National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

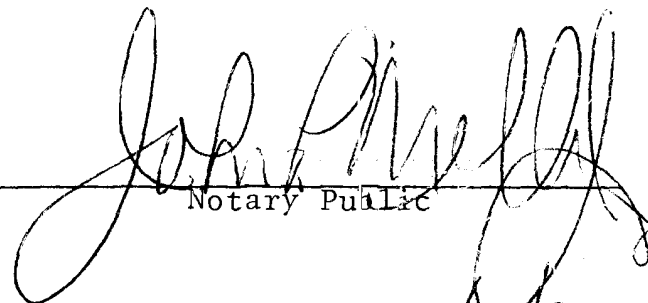
Alice W. Johnson
Notary Public
ALICE W. JOHNSON

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires October 24, 1977

My Commission Expires: 10/24/77

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On this *first* day of *July*, 1977, before me personally appeared Joseph L. Donnelly, to me personally known, who, being by me duly sworn, says that he is a Vice President of Pennsylvania Power & Light Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 5/24/81